

## **EXHIBIT 8**

---

of one of our Citi affiliates, MasterCard or Visa, depending on which card is used, will convert the amount into U.S. dollars. MasterCard and Visa will act in accordance with their operating regulations or foreign currency conversion procedures then in effect. MasterCard currently uses a conversion rate in effect one day prior to its transaction processing date. Such rate is either a wholesale market rate or the government-mandated rate. Visa currently uses a conversion rate in effect on its applicable central processing date. Such rate is either a rate it selects from the range of rates available in wholesale currency markets, which may vary from the rate it receives, or the government-mandated rate.

If a cash advance is made in a foreign currency at a branch or ATM of one of our Citi affiliates, the amount will be converted into U.S. dollars by a Citi affiliate in accordance with its foreign currency conversion procedures then in effect. Our Citi affiliate currently uses a conversion rate in effect on its applicable processing date. Such rate is either a midpoint market rate or the government-mandated rate.

The foreign currency conversion rate in effect on the applicable processing date for a transaction may differ from the rate in effect on the sale or posting date on your billing statement for that transaction.

-----  
Please save this notice for future reference.

## Notice of Change in Terms, Right to Opt Out, and Information Update

**Summary of the Changes:** We are adding a transaction fee for purchases made in foreign currencies, and we are changing the balance transfer transaction fee, the minimum amount due calculation, and the arbitration provision.

**Effective Dates for the Changes:** The new transaction fee for purchases made in foreign currencies will be effective April 2, 2005. The changes to the balance transfer transaction fee, the minimum amount due calculation, and the arbitration provision will all be effective on the first day of your first billing period beginning on or after March 3, 2005, whether or not you receive a billing statement. If you want to opt out of these changes, please follow the instructions in the Right to Opt Out section of this notice.

**The Changes to Your Card Agreement:** We are (1) adding the following Transaction Fee for Purchases Made in Foreign Currencies section, (2) replacing the existing Transaction Fee for Balance Transfers, and Minimum Amount Due sections with the sections shown below, and (3) changing the Arbitration provision.

### ***Transaction Fee for Purchases Made in Foreign Currencies:***

For each purchase made in a foreign currency, we add an additional **FINANCE CHARGE** of 3.0% of the amount of the purchase after its conversion into U.S. dollars. This foreign currency transaction fee will be added to the appropriate purchase balance with the foreign currency purchase. The foreign currency transaction fee may cause the annual percentage rate on the billing statement on which the purchase made in a foreign currency first appears to exceed the nominal annual percentage rate.

### ***Transaction Fee for Balance Transfers:***

You have obtained a balance transfer for which we assess a balance transfer transaction fee if you transfer a balance by means other than a convenience

check, or you obtain funds through a balance transfer check. Balance transfers will be treated as purchases unless otherwise provided in this Agreement. To each balance transfer we add an additional **FINANCE CHARGE** of 3.0% of the amount of the balance transfer, but not less than \$5 or more than \$75. This fee will be added to the appropriate purchase balance with the balance transfer. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

#### ***Minimum Amount Due:***

Each month you must pay a minimum amount that is calculated as follows. First, we begin with any amount that is past due and add to it any amount in excess of your revolving credit line. Second, we add \$5 if any annual percentage rate imposed on your account exceeds 19.99%. Third, we add the largest of the following:

- The amount of your billed finance charges plus any applicable late fee;
- The New Balance on the billing statement if it is less than \$20;
- \$20 if the New Balance is at least \$20 and not greater than \$960; or
- 1/48 of the New Balance (which calculation is rounded down to the nearest dollar) if the New Balance exceeds \$960.

If no annual percentage rate imposed on your account exceeds 19.99% and the largest of the above calculations is the amount of your billed finance charges plus any applicable late fee, we add \$5 to the calculation of the Minimum Amount Due. However, the Minimum Amount Due will never exceed your New Balance.

In calculating the Minimum Amount Due, we may subtract from the New Balance certain fees added to your account during the billing period.

**The Changes to the Arbitration Provision:** We are removing JAMS as a potential arbitration firm in the section of your Card Agreement entitled **“How does a party initiate arbitration?”** As a result, a party must choose either the American Arbitration Association or the National Arbitration Forum when filing an arbitration. In addition, we are replacing the existing Survival and Severability of Terms section with the section shown below.

#### ***Survival and Severability of Terms:***

This arbitration provision shall survive: (i) termination or changes in the Agreement, the account, or the relationship between you and us concerning the account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

**Right to Opt Out:** To opt out of these changes, you must write us by April 30, 2005, indicating that you are opting out. Write us at Customer Service Center, P.O. Box 44123, Jacksonville, Florida, 32231-4123, and include your name, address, and account number. If you opt out of the changes you may use your card(s) under the current terms until the end of your current membership year or the expiration date on your card(s), whichever is later. At that time your account will be closed and you must repay the balance under the current terms.

#### **Information Update**

Because the foreign currency conversion procedures are changing as of April 2, 2005, we are updating the information contained in your Card Agreement concerning the conversion of transactions made in foreign currencies. Effective April 2, 2005, the following section will replace the corresponding section in your Card Agreement.

#### ***Information on Foreign Currency Conversion Procedures:***

If you make a transaction in a foreign currency, other than a cash advance made at a branch or ATM